



Cato R. Fiksdal
Agricultural Commissioner/
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>

Robert G. Atkins
Chief Deputy

June 15, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**WEED ABATEMENT CONTRACTS FOR TRACTOR, WEED HANDWORK, BRUSH
HANDWORK, AND WEED POISON OAK HANDWORK FOR THE
WEED HAZARD AND PEST MANAGEMENT BUREAU
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Chairman to sign contracts with Apple's Tractor Service, Gardner Tractor Service, KPS Property Maintenance, Pan American Landscaping, Pepo Weed Abatement, Ray Byers and Company, SR Landscape, and Versatile Enterprises for the total amount of \$601,293.00. The contracts are effective for one fiscal year commencing on July 1, 2004 with two (2) one-year renewal options.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the contracts in an amount not to exceed 10% of the individual contract amounts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM), Weed Abatement Division to continue providing essential work in fire prevention throughout the unincorporated areas of the County and contract cities.

The Honorable Board of Supervisors
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The success of the Weed Abatement Program depends on the timely abatement of hazardous fire conditions. An integral part of the annual program requires the use of hand crews, tractors and specialized power equipment which are furnished under contract by private vendors.

For the past 31 years, your Board has approved similar contracts from the inception of the Department's Weed Abatement Program.

Implementation of Strategic Plan Goals

The Weed Abatement Program supports the County's Strategic Plan Goals of Service Excellence (Goal 1) and Community Services (Goal 6) for the unimproved parcel owners in Los Angeles County. The program identifies and prioritizes services to be delivered in a seamless fashion to a designated category of property owners. Our County crews, private contract vendors, and parcel owners all participate in clearing vacant lots for fire protection.

FISCAL IMPACT/FINANCING

There is no net County cost.

The cost of the program is 100% recoverable through property tax liens and direct charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the Agreement shall be for a period commencing from July 1, 2004 through June 30, 2005. It may be extended upon mutual agreement for two additional one-year periods.

Due to the nature of the service provided, and the varying growth patterns resulting from unanticipated weather conditions, increased vendor utilization may be required. We request that the Board delegate authority to the ACWM to make amendments to the contracts not to exceed 10% of the contract amounts.

The Department has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

The contracts have been reviewed by County Counsel and are approved as to form.

CONTRACTING PROCESS

Bid solicitations, under the guidelines of the County's Minority Business Enterprise, Women Business Enterprise, and Disadvantaged Business Enterprise program, were mailed to vendors on the Department's current vendor listing. Contracting opportunities were made available to the public on the County and Department websites.

ACWM received 14 bids in response to the Weed Abatement Bid Package 2004/2005 Invitation for Bids. The bids were reviewed by an evaluation committee composed of three ACWM staff and rated according to qualifications, equipment, and cost. Of the bids received, Apple's Tractor Service, Gardner Tractor Service, KPS Property Maintenance, Pan American Landscaping, Pepo Weed Abatement, Ray Byers and Company, SR Landscape, and Versatile Enterprises were rated as the most responsive and responsible bidders to perform the weed abatement services.

Minority and women owner/employee statistics for the eight selected vendors are also attached. Upon final analysis and consideration for awards, bidders were selected without regard to race, gender, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the current level of program services for one year, with two (2) one-year renewal options.

CONCLUSION

When approved, this Department requires one (1) signed copy of each contract and minute order of the Board's action.

Respectfully submitted,

CATO R. FIKSDAL
Agricultural Commissioner/
Director of Weights and Measures

CRF:RGA:RBS:cm
Attachment

c: Chief Administrative Officer
County Counsel
Auditor-Controller

AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
MARCH 24, 2004, "BID AWARDS" Document ID#AGR01008
CONTRACTS FOR PERIOD OF JULY 1, 2004 THROUGH JUNE 30, 2005
additional years by mutual consent

"Bid Awards"
WEED ABATEMENT TRACTOR CONTRACTS

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Apple's Tractor Service	Zone 6 sq ft discing 0-10,000 sq ft (M)	6 M	\$148.00	\$888.00
Apple's Tractor Service	10,001 - 25,000 sq ft (N)	20 N	\$168.00	\$3,360.00
Apple's Tractor Service	25,001 sq ft - 1 acre (P)	15 P	\$208.00	\$3,120.00
Apple's Tractor Service	1/4 acre or portion thereof in excess of first acre	30 Exc	\$68.00	\$2,040.00
APPLE'S TOTAL TRACTOR CONTRACT AMOUNT				\$9,408.00
Gardner Tractor Serv.	Zone 5, Hourly Discing	400 hrs	\$175.50	\$70,200.00
Gardner Tractor Serv.	Zone 5, sq ft discing 0-10,000 sq ft (M)	25 M	\$180.00	\$4,500.00
Gardner Tractor Serv.	10,001-25,000 sq ft (N)	20 N	\$175.00	\$3,500.00
Gardner Tractor Serv.	25,001 sq ft - 1 acre (P)	35 P	\$208.00	\$7,280.00
Gardner Tractor Serv.	1/4 acre or portion thereof in excess of first acre	35 Exc	\$80.00	\$2,800.00
Gardner Tractor Serv.	Zone 6, Hourly Discing	120 hrs	\$175.50	\$21,060.00
Gardner Tractor Serv.	Section II Tractor Loader	85 hrs	\$110.00	\$9,350.00
Gardner Tractor Serv.	Section II, Item 2, Dump Trucks	115 hrs	\$80.00	\$9,200.00
Gardner Tractor Serv.	Tractor/Extension Mower	80 hrs	\$132.00	\$10,560.00
GARDNER TOTAL TRACTOR CONTRACT AMOUNT				\$138,450.00
KPS Property Maintenance	Zone 3, Hourly Mowing	75 hrs	\$90.00	\$6,750.00
Ray Byers	Section I, Hrly Mowing/Mulching	275 hrs	\$145.00	\$39,875.00
Ray Byers	Zone 4, Hourly Mowing	80 hrs	\$120.00	\$9,600.00
Ray Byers	Zone 5, Hourly Mowing	100 hrs	\$128.00	\$12,800.00
RAY BYERS TOTAL TRACTOR CONTRACT AMOUNT				\$62,275.00
Versatile Enterprises	Zone 7, Hourly Discing	150 hrs	\$160.00	\$24,000.00

"Bid Awards"
WEED ABATEMENT TRACTOR CONTRACTS

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Versatile Enterprises	Zone 9, Hourly Discing	150 hrs	\$172.00	\$25,800.00
VERSATILE TOTAL TRACTOR CONTRACT AMOUNT				\$49,800.00

WEED HANDWORK CONTRACTS

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
KPS Property Maint.	Zone 6, Section I	5,000 units	\$2.50	\$12,500.00
KPS Property Maint.	Zone 7, Glendale Only	30,000 units	\$2.00	\$60,000.00
KPS Property Maint.	Zone 8	5,000 units	\$2.20	\$11,000.00
KPS TOTAL HANDWORK CONTRACT AMOUNT				\$83,500.00
SR Landscape	Zone 3	20,000 units	\$1.89	\$37,800.00
SR Landscape	Zone 5	2,500 units	\$2.10	\$5,250.00
SR Landscape	Zone 7, Sec. I	15,000 units	\$1.95	\$29,250.00
SR Landscape	Zone 9	20,000 units	\$1.89	\$37,800.00
SR TOTAL HANDWORK CONTRACT AMOUNT				\$110,100.00

BRUSH HANDWORK CONTRACTS

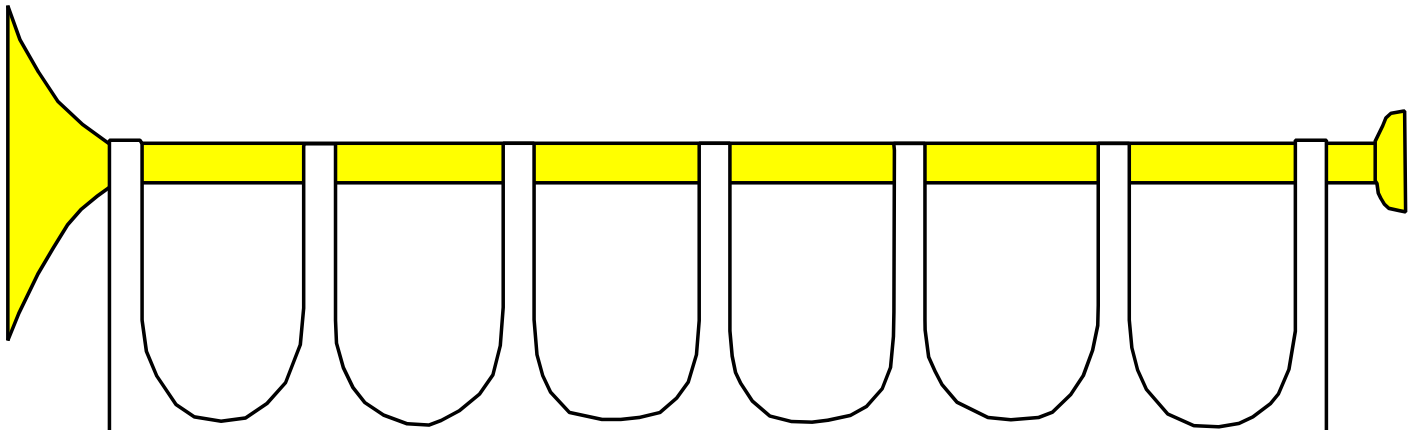
<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Pepo Weed Abatement	Zones 1, 3, 4 & 5, Item 1	11,000 units	\$8.25	\$90,750.00
SR Landscape	Zones 6 & 9, Item 1	1,000 units	\$10.50	\$10,500.00
KPS Property Maint.	Zone 7 - Item 2 (Glendale)	3,000 units	\$8.00	\$24,000.00

WEED POISON OAK CONTRACT

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Pan American Landscaping	All Zones	4,000 units	\$3.94	\$15,760.00
New Contracts Total				\$601,293.00

No. of Contracts: 11

No. of Vendors: 8



IMPORTANT ANNOUNCEMENT

FROM

LOS ANGELES COUNTY
AGRICULTURAL COMMISSIONER/
WEIGHTS & MEASURES DEPARTMENT
12300 Lower Azusa Road
Arcadia, CA 91006-5872

The County of Los Angeles offers a centralized electronic bulletin board (Web Page) on the Internet which lists bid and contracting opportunities for all 37 County departments.

Vendors are required to register with the new, consolidated Website of the Los Angeles County Office of Small Business and Internal Services Department by accessing the County Web Site <http://lacounty.info> and completing the form provided on the Web Page. Vendors can obtain our bid information by accessing the County's Websites <http://acwm.co.la.ca.us> or portal "Doing Business with Us" from <http://lacounty.info> beginning February 27, 2004. Vendors may be notified in the future when opportunities become available in their field. **Our Weed Abatement bid package will be listed under Class Code 988 and Sub-Class Code 988-89.**

Bid packages will **only be mailed to you upon request.** Contact our office **no later than March 8, 2004** to request a hard copy of the Weed Abatement bid package.

All bid packages issued by this Department will be available on the Website.

Questions regarding the above may be directed to
Corina Monsivaiz at (626) 575-5487 or
Jo Anne Benavidez at (626) 575-5488

Bid Information

Bid Number : AGR01008
Bid Title : WEED ABATEMENT BID PACKAGE 2004/2005
Bid Type : Service
Department : Agricultural Comm/Weights-Measures
Commodity : WEED AND VEGETATION CONTROL
Open Date : 2/27/2004
Closing Date : 3/22/2004 5:00 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available
Bid Description : Weed Abatement Services - Log on to <http://acwm.co.la.ca.us> for Weed Abatement Bid Package for 2004/2005. Mandatory Bidders' meeting on March 10, 2004 at 10:00 a.m., 12300 Lower Azusa Rd., Arcadia, CA 91006 (just north of the 10 Fwy., off of the 605 Fwy)
Contact Name : Corina Monsivaiz
Contact Phone# : (626) 575-5487
Contact Email : corinam@acwm.co.la.ca.us
Last Changed On : 2/26/2004 3:10:03 PM

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[Back to Award Main](#)

1. Weed Abatement Bid Package For 2003 - 2004

Last Updated: 03/03

2.

Welcome to the Weed Abatement Bid Documents page. If you are interested in bidding on contracts with the Weed Abatement Division, you will need the following four documents. For easy downloading and printing, the documents are provided in Adobe Acrobat PDF format.

Adobe Acrobat Reader is available at <http://www.adobe.com/products/main.html/>

If you have problems downloading these documents, please send us an e-mail at Feedback@acwm.co.la.ca.us.

REQUIRED DOCUMENTS:

[INFOBID.PDF](#) - General Information - Provides information on bid locations, time restraints and Surety Bonding.

[GENSPECS.PDF](#) - General Specifications - Explains contract definitions and requirements.

[REQDOCS.PDF](#) - Required Documents - Provides all required documents a bidder must submit with bid proposal.

[BDPROPSL.PDF](#) - Bid Proposal - Use this form to submit your bid.

BOARD ORDER/APRIL 9, 1991
COUNTY DEPARTMENTS MUST PROVIDE THAT MINORITY AND WOMEN-OWNED
FIRMS ENJOY EQUAL ACCESS TO COUNTY SERVICE CONTRACTS

Process Used for Identifying Minority Vendors:

1. County of Los Angeles Minority & Women Directory
2. Caltrans Minority Vendor List
3. Los Angeles County Website <http://camisvr.co.la.ca.us>
4. Advertise in Minority Newspapers
 - a. Los Angeles Sentinel
 - b. La Opinion
 - c. Daily News Los Angeles
 - d. Southwest Wave
 - e. Herald Dispatch Publications
 - f. Los Angeles Watts Times
 - g. Wave Publications
 - h. Culver Chronicle
 - i. Culver City News
 - j. Gardena Valley News
 - k. Rafu Shimpo
 - l. South West Media Publications Group

List of Firms from which the Department Solicited Offers:

See Attached Weed Abatement Vendor Bid Solicitation

Minority Participation (i.e., partners, associate partners, staff, etc.) and percentage of minority ownership in each firm:

See Attached Weed Abatement Vendor Bid Solicitation

Comparison of Minority Participation of Competing Vendors:

BID DATE: March 24, 2004

Total Number of Vendor Bids **14** Vendors Solicited **75**

American Indian	1.33%		
Asian Pacific	1.33%		
Black/African American	9.34%		
Caucasian	64.00%	Male	76.00%
Hispanic/Latin American	<u>24.00%</u>	Female	<u>24.00%</u>
	100.00%		100.00%

Total Number of Minority Vendor Bids 36%

Total Number of Caucasian Vendor Bids 64%

Stipulation that, on Final Analysis and Consideration of Award, Vendor was selected without Regard to Race, Creed, or Color:

Stipulation included in Board letter.

AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
WEED ABATEMENT VENDOR BID SOLICITATION LIST*
FOR 2004-2005 BID READINGS

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
A-Cal Louis Valdez 2669 Delco Ave. El Monte, CA 91733 (626) 579-7430 FAX: (626) 401-9267 acal@sbcglobal.net	100% Hispanic/Female	100% Minority
A&G Grading and General Engineering Alfred Gonzalez 13641 Bixler Ave. Downey, CA 92042 (818) 219-0449 (cell) Fax: none	100% Hispanic/Male	100% Owner-operated
Absolute Professional Services Roxie A. Gazan P.O. Box 1741 Sun Valley, CA 91353 (818) 957-1216	100% Caucasian/Female	71% Minority
Agro-Tech Danny Ingram 41943 50th Street West Quartz Hill, CA 93536 (805) 985-6682, (805) 985-3779 FAX	100% Hispanic/Latin Amer/Male	100% Minority
AJ's Tractor Service PO Box 6066 Malibu, CA 90264 (818) 706-8603, cell (818) 517-4164 FAX same as phone no. e-mail: rkaplanhoney@aol.com	50% American Indian/Female 50% Caucasian/Male	50% Minority
Al Thorne Discing Jill & Al Thorne 6185 Ramirez Canyon Road Malibu, Ca 90265 (213) 457-9181	50% Hispanic/Latin Amer/Female 50% Caucasian/Male	100% Minority
Andre Landscape, Jeremy Andre PO Box 1333 Azusa, CA 91702 (626) 339-8003 FAX (626) 915-7262 www.jeremyandre@andrelandscape.com	100% Caucasian/Male	80% Minority
Andrew Carlson 2221 Stern Lane Oxnard, CA 93035 (805) 985-2988	unknown	unknown
Angel's Landscape Contracting Co. 9641 1/2 Cedar St. Bellflower, CA 90706 (562) 804-5432 Mobile (562) 477-4313 angels.landscape@verizon.net	100% Hispanic/Male	100% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Animal Pest Mgmt Svc, Inc., Dan Fox 13655 Redwood Court Chino, CA 91710 (909) 591-9551	100% Caucasian/Male	40% Minority
Apple's Tractor Service, Leonard Apple P.O. Box 354 Norwalk, CA 90651-0354 (310) 868-1494	56% Caucasian/Female 44% Caucasian/Male	75% Minority
ATE Tractor Service, Bruce Harrison 3660 Wilshire Boulevard Los Angeles, CA 90010 (213) 738-9354	49% Caucasian/Male 51% Caucasian/Female	30% Minority
Azteca Landscape 1910 S. Archibald Ave., Suite N Ontario, CA 91761 (909) 673-0889	100% Hispanic/Latin Amer/Female	100% Minority
Children R Us, John Tate 4611 E. Compton Blvd. E. Rancho Dominguez, CA 90220 (310) 638-9622	51% Black/African Amer/Female 49% Black/African Amer/Male	98% Minority
Crane's Plant Health P.O. Box 51122 Pasadena, CA 91115 (626) 616-2533 FAX: (626) 794-8191	100% Caucasian/Male	0% Minority
Cunningham Property Maint., Inc. Sandy Cunningham P.O. Box 1476 Ventura, CA 93002 (805) 650-3111	51% Caucasian/Female 49% Caucasian/Male	95% Minority
De Angelo Brothers Attention Amy St. Cyr 100 N. Conahan Dr. Hazleton, PA 18201 Mail to: 4863 Cheyenne Way Attention Mike Bisciegla Chino CA 91710 (800) 360-9333 Fax: (570) 459-0321 e-mail: astcyr@dbiservices.com	100% Caucasian/Male	Unknown
Ellingford Brush and Tree Service Dave Ellingford 9818 Shadow Way Sunland, CA 91040 (818) 353-8987 FAX: (818) 352-5035 or 5422 Rockcastle Drive La Cañada, CA 91011 (818) 248 -6470	51% Caucasian/Female 49% Caucasian/Male	51% Minority
Environmental Tree Care P.O. Box 6395 Malibu, CA 90264-6395 (310) 456-5969, FAX (310) 317-6166	100% Caucasian/Male	80% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Eric Elson PO Box 1716 Wailuku HI 96793-6716 (808) 262-0489	100% Caucasian/Male	50% Minority
Gardner Tractor, John Gardner 10552 Chestnut Avenue Stanton, CA 90680 (714) 527-6830	50% Caucasian/Male 50% Caucasian/Female	75% Minority
Got Weeds, Chuck Maciel 28873 Alessandro Bl. Moreno Valley, CA 92555 (909) 242-7719, 909/376-9544 Fax 909/242-9649	100% Hispanic/Male	100% Minority
Green Environmental Concept Medrick & La Chelle Burnett 4326 Hungerford Street Lakewood, CA 90712 (310) 867-7040	50% Black/African Amer/Female 50% Black/African Amer/Male	100% Minority
H & H Citrus, Chuck Hills P.O. Box 195 Mentone, CA 92359 (909) 794-6885	100% Caucasian/Male	75% Minority
H. E. Julien & Associates, Inc. Harvey Julien 3331 West Hemlock Street Oxnard, CA 93035-3111 (805) 985-6682, (805) 985-3779 FAX	100% Black/African Amer/Male	98% Minority
HDEC, 44111 Division St., Lancaster, CA 93535-3526 (805) 951-0554 (805) 341-8388, (Emer.Only)	51% Caucasian/Female 49% Caucasian/Male	60% Minority
Horace Russell and Associates Horace Russell 13360 Hillsborough Drive, Apt. 209 La Mirada, CA 90638 (562) 440-7030 Fax: none russactn@yahoo.com	100% Black/African Amer./Male	98% Minority
ICE Weed Abatement Ismael Estrada 30000 Hasel Cyn #8 Castaic, CA 91384 (661) 257-4375	100% Hispanic/Latin Amer/Male	100% Minority
INCHWORM GARDENING SERV. Michael Dawson PO Box 21203 Bakersfield, CA 93390 (661) 832-9330	100% Caucasian/Male	50% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
International Environmental Corps (IEC) Henry Cespedes P.O. Box 4218 Panorama City, CA 91412 (818) 892-9341 FAX (818) 997-0938 iectreecompany@yahoo.com	100% Hispanic/Male	100% Minority
JPR Landscape, John Renzi 853 W. Santa Cruz Street San Pedro, CA 90731 (310) 831-3907	100% Caucasian/Male	65% Minority
KMJ Landscape Service, Mike Johnson 2024 Tuman La Habra Heights, CA 90631 (714) 739-7687	100% Caucasian/Male	100% Minority
Lawrence Larry P.O. Box 1318 Littlerock, CA 93543-9998 (661) 265-0077 or 1142 W. 37th Street Los Angeles, CA 90007 (805)944-2712 or (323) 734-1416	51% Black/African Amer/Female 49% Black/African Amer/Male	100% Minority
Lopez General Engineering Contractors, Inc. Jorge (George) Lopez 1702 Creston St. Signal Hill, CA 90755 (562) 426-1196 FAX (562) 595-8546	100% Hispanic/Latin Amer/Male	100% Minority
LPM - Landcape Pest Management Bryan X. Thompson P.O. Box 5827 Orange, CA 92863-5827 (714) 639-5137	100% Caucasian/Male	75% Minority
Lucas Weed Control, Sam Alvarez 6576 N. Rowell Ave. Fresno, CA 93710 (559) 299-0117	100% Caucasian/Male	50% Minority
Majestic Hillside & Landscape Mtn. Teresa Schaffer & Paul Tena 537 Slope Drive Walnut, CA 91789 (909) 444-2120	51% Hispanic/Latin Amer/Female 49% Hispanic/Latin Amer/Male	100% Minority
Mariposa Horticultural Enterprise Inc. Robert Austin 15529 Arrow Highway Irwindale, CA 91706 (626) 960-0196 Ext. 319 FAX (626) 960-8477 www.robert@mariposahorticultural.com	100% Hispanic/Male	80% Minority
Marty's Tractor, Marty Foster 23814 W. Avenue D-12 Lancaster, CA 93536 (661) 735-9280	100% Caucasian/Male	0% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Mercon Inc., General Engineering Contractor Jeff Moerer, President 3525 Old Conejo Road, Suite 110 Newbury Park, California 91320 (805) 376-3000 FAX: (805) 376-3522 Mobile: (805) 732-5143 jeff@mercon.net	unknown	unknown
Mike's Cleanup Service, Mike Walsh 11814 Burgess Street Whittier, CA 90604 (310) 898-4232	100% Caucasian/Male	50% Minority
MWH Construction, Mel Higgins P. O. Box 3161 Chatsworth, CA 91311 (818) 341-5507	100% Caucasian/Male	50% Minority
Orozco Landscape & Tree Company 11194 Pipeline Ave. Pomona, CA 91766 (909) 623-8287	100% Hispanic/Male	100% Minority
P & R Services Jim Schaefer 4540 W. Avenue M-8 Quartz Hill, CA 93536 (805) 943-1387	51% Caucasian/Female 49% Caucasian/Male	30% Minority
Pacific Iron Publication Company Paul Kang 1927 S. Mateo St. Los Angeles, CA 90021 (213) 627-9097, Fax (213) 627-9864 www.pacificironfab.com	100% Asian Pacific/Male	100% Minority
Pan American Landscaping Gustavo Occhiuzzo 4570 Van Nuys Blvd., Suite 284 Sherman Oaks, CA 91403 (818) 535-9391	84% Hispanic/Female 16% Hispanic/Male	100% Minority
Patriot Environmental Services, Walt Dorn PO Box 1091 Long Beach CA 90801 e-mail: wdorn@patriotenvironmental.com	100% Caucasian/Male	80% Minority
Pepo Weed Abatement, Mike Pepo 40441 Gemelos CT Palmdale, CA 93551 (805) 943-1445	51% Hispanic/Latin Amer/Female 49% Caucasian/Male	100% Minority
Pestmaster Services, Inc., Rick McElroy PO Box 2435 Lancaster, CA 93539 (661) 723-7525, 800/525-8866 Fax 661/940-6168 rmcelroy@pestmaster.com	100% Caucasian/Male	Unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Pestmaster Services Inc., Lisa M. Hale 137 E. South St. Bishop, CA 93514 (760) 873-8100 Ext. 106 lhale@pestmaster.com	100% Caucasian/Male	unknown
Powerland Equipment Inc. Attention Cassandra Goswick 27943 Valley Center Rd. Valley Center, CA 92082 (760) 749-1271, Ext. 15 FAX (760) 749-7413	100% Caucasian/Male	0% Minority
Quality Sprayers, Inc. Michael S. Farquhar 1549 W. 17th Long Beach, CA 90813 (213) 437-1033	100% Caucasian/Male	75% Minority
R. Roy Enterprises, Inc. P. O. Box 461116 Escondido, CA 92046-0116 (760) 758-8744, (760) 758-8786 (FAX)	100% Caucasian/Male	50% Minority
Rankin's Gardening Service 811 E. 46th Street Los Angeles, CA 90011 (323) 231-0903 FAX (323) 232-8226	100% African/American/Male	90% Minority
Ray Byers & Company, Ray Byers 30826 Gilmour Road Castaic, CA 91384 (805) 257-2616	100% Caucasian/Male	50% Minority
Ron Ubrun Farms 7820 Summit Street Riverside, CA 92504	100% Caucasian/Male	80% Minority
S.G. Valley Landscaping Mike Johnson 2608 Doray Circle Monrovia, Ca 91016 (626) 447-4981	100% Caucasian/Male	75% Minority
Scott Tractor Service P.O. Box 478 Bloomington, CA 92316 (909) 788-2087 (800) 352-5333 (FAX)	49% Caucasian/Male 51% Caucasian/Female	50% Minority
Shea Land Industry, Inc. Monique Yzaguirre P.O. Box 285 La Cañada, CA 91012 (818) 249-3117 FAX (818) 249-3151	100% Hispanic/Female	85% Minority
Shubin Services (aka Federal Disposal) Don Shubin P.O. Box 118 Santa Ana, CA 92702 (800) 635-2054 (714) 542-8435 FAX	100% Caucasian/Male	50% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Silent Fire Inc. P.O. Box 91001 Pasadena, CA 91109 cell phone (323) 715-5375 (818) 577-1958	100% Caucasian/Male	Owner/Operator
Specialty Mowing Ove Naerbo 4949 2nd Street Fallbrook, CA 92028 (619) 728-1591 800/662-3726, Fax 619/728-5091	100% Caucasian/Male	75% Minority
Spraying Services Truman Jensen 1425 West 139th Street Gardena, CA 90249 (310) 329-5360	100% Caucasian/Male	Owner/Operator
Stafford Services, Mike Stafford 880 S. Rose Place Anaheim, CA 92805 (714) 342-1518	100% Hispanic/Latin Amer/Male	90% Minority
Steelclad Inc. Caren L. Hallam 320 No. Palm, Unit C Brea, CA 92821 (714) 529-0277 FAX (562) 697-7448	100% Caucasian/Female	25% Minority
Steven Rapp (SR) Landscape P. O. Box 12181 La Crescenta, CA 91224 (818) 249-0111	100% Caucasian/Male	80% Minority
Thomas Land Clearing Co. Willie A. Thomas 2170 W. Esther Long Beach, CA 90813 (562) 436-6025 or 437-6300, Fax 562/432-2228	100% Black/African Amer/Male	100% Minority
TIFFANY GROUP INC. Sean Aks 19528 Ventura Blvd., Suite 359 Tarzana, CA 91356 (818) 342-0330	100% Caucasian/Male	0% Minority
Tractor Work Allan Brown 8014 Sierra Highway Agua Dulce, CA 91350 (661) 268-1927	100% Caucasian/Male	Owner Operator
United Pacific Eric Franklin 120 E. La Habra Blvd., Ste. 107 La Habra, CA 90631-2310 (562) 691-4600 FAX (562) 691-8839	50% Caucasian/Female 50% Caucasian/Male	60% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
United Right-of-Way Steve Adams 1302 Highway 28 Ephrata, WA 98823 (509) 754-4176 FAX (509) 754-4240	100% Caucasian/Male	0% Minority
Van Gogh Landscaping Tony Tamayo 11684 Ventura Blvd., Suite 818 Studio City, CA 91604 (818) 787-7711	100% Hispanic/Latin Amer/Male	100% Minority
Versatile Enterprises Gene & Martha Wallis P.O. Box 8448 Calabasas, CA 91372-8448 (818) 222-4350 FAX (818) 222-8356	50% Caucasian/Female 50% Caucasian/Male	50% Minority
WEST COAST WEED CONTROL Darryn Flexman 1705 Adrienne Dr. Corona, CA 92882 (909) 520-0436	100% Caucasian/Female	0% Minority
Woods Maintenance Service, Barry Woods 7260 Atoll Avenue North Hollywood, CA 91605 (818) 464-5420	100% Caucasian/Male	85% Minority

*Notices of our 2004/2005 Weed Abatement Bid Package on the County and Department's websites and mandatory pre-bid meeting were mailed to all 75 vendors above. Weed Abatement 2004-2005 Bid Packages were mailed to nine (9) vendors (see highlighted bold names above) at their request.

TRACBD05.wpd\4-27-04

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and KPS Property Maintenance,
8 a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

7. INDEPENDENT CONTRACTOR STATUS

In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

8 **13. ADDITIONAL TERMINATION PROVISIONS**

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

22 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.

"CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.

Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$6,750.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
KPS Property Maintenance
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 3, Hourly Mowing	75 hrs	\$90.00	\$6,750.00
Total Amount of Contract Awarded			<u>\$6,750.00</u>

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and Ray Byers and Company, a
8 contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

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22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

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4 respect to the award, amendment or extension of the Agreement or the making of any determinations
5 with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such
6 termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it
7 could pursue in the event of default by the CONTRACTOR.

8 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such
9 improper consideration. The report shall be made either to the County manager charged with the
10 supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800)
11 544-6861.

12 Among other items, such improper consideration may take the form of cash, discounts, service, the
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15 Should CONTRACTOR require additional or replacement personnel after the effective date of the
16 Agreement, Contractor shall give consideration for any such employment openings to participants in
17 the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or
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13 or ordinances.

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17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
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24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
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primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

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 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
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2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

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10 this Agreement in the event of the occurrence of any of the following:

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12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
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15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

22 14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

1 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
2 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
3 defend and hold COUNTY harmless from any employer sanctions or other liability which may be
4 assessed against COUNTY or CONTRACTOR.

5 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
6 **COMPLIANCE PROGRAM"**

7
8 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
9 who benefit financially from COUNTY through contract are in compliance with their court-ordered
10 child, family and spousal support obligations in order to mitigate the economic burden otherwise
11 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
12 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
13 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
14 and shall during the term of this contract maintain compliance with employment and wage reporting
15 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
16 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
17 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
18 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
19 5246(b).

20 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
21 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

22 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
23
24 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
25 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
26 Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$62,275.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
Ray Byers and Company
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 4, Hourly Mowing	80 hrs	\$120.00	\$ 9,600.00
Zone 5, Hourly Mowing	100 hrs	\$128.00	\$12,800.00
Section I, Hourly Mowing/Mulching	275 hrs	\$145.00	\$39,875.00
Total Amount of Contract Awarded			<u>\$62,275.00</u>

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and Gardner Tractor Service, a
8 contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

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4 respect to the award, amendment or extension of the Agreement or the making of any determinations
5 with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such
6 termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it
7 could pursue in the event of default by the CONTRACTOR.

8 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such
9 improper consideration. The report shall be made either to the County manager charged with the
10 supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800)
11 544-6861.

12 Among other items, such improper consideration may take the form of cash, discounts, service, the
13 provision of travel or entertainment, or tangible gifts.

14 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

15 Should CONTRACTOR require additional or replacement personnel after the effective date of the
16 Agreement, Contractor shall give consideration for any such employment openings to participants in
17 the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or
18 General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications
19 for the open position. The COUNTY will refer GAIN/GROW participants by job category to the
20 CONTRACTOR.

21 **7. INDEPENDENT CONTRACTOR STATUS**

22 In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor.
23 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant,
24 employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

8 13. ADDITIONAL TERMINATION PROVISIONS

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

22 14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

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This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

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C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

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CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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"CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.

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4 **24. MAXIMUM CONTRACT AMOUNT**

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8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
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17 Agricultural Commissioner at the address herein provided in paragraph 11.

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9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

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12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
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26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

APPENDIX A
Gardner Tractor Service
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 5 - Hourly Discing	400 hrs	\$175.50	\$70,200.00
Zone 5 - Square Footage Discing	0-10,000 sq ft (M) 25 M	\$180.00	\$ 4,500.00
	10,001-25,000 sq ft (N) 20 N	\$175.00	\$ 3,500.00
	25,001 sq ft - 1 acre (P) 35 P	\$208.00	\$ 7,280.00
	1/4 acre or portion thereof in excess of 1 acre-(Exc) 35 Exc	\$ 80.00	\$ 2,800.00
Zone 6 - Hourly Discing	120 hrs	\$175.50	\$21,060.00
Tractor/Extension Mower	80 hrs	\$132.00	\$10,560.00
Section II, Loader/Multipurpose Bucket, Item 1	85 hrs	\$110.00	\$ 9,350.00
Section II, Dump Trucks, Item 2	115 hrs	\$ 80.00	\$ 9,200.00
Total Amount of Contract Awarded			<u>\$138,450.00</u>

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and Apple's Tractor Service, a
8 contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

7. INDEPENDENT CONTRACTOR STATUS

In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

8 13. ADDITIONAL TERMINATION PROVISIONS

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

22 14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

1 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
2 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
3 defend and hold COUNTY harmless from any employer sanctions or other liability which may be
4 assessed against COUNTY or CONTRACTOR.

5 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
6 **COMPLIANCE PROGRAM"**

7
8 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
9 who benefit financially from COUNTY through contract are in compliance with their court-ordered
10 child, family and spousal support obligations in order to mitigate the economic burden otherwise
11 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
12 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
13 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
14 and shall during the term of this contract maintain compliance with employment and wage reporting
15 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
16 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
17 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
18 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
19 5246(b).

20 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
21 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

22 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
23
24 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
25 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
26 Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$9,408.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
Apple's Tractor Service
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 6 - Square Footage Discing	0-10,000 sq ft (M) 6 M	\$148.00	\$ 888.00
	10,001-25,000 sq ft (N) 20 N	\$168.00	\$ 3,360.00
	25,001 sq ft - 1 acre (P) 15 P	\$208.00	\$ 3,120.00
	1/4 acre or portion thereof in excess of 1 acre-(Exc) 30 Exc	\$ 68.00	\$ 2,040.00
Total Amount of Contract Awarded			<u>\$9,408.00</u>

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and Versatile Enterprises, a
8 contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

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6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

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Should CONTRACTOR require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

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In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

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 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

8 13. ADDITIONAL TERMINATION PROVISIONS

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

22 14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

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CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

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2 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
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6 **COMPLIANCE PROGRAM"**

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9 who benefit financially from COUNTY through contract are in compliance with their court-ordered
10 child, family and spousal support obligations in order to mitigate the economic burden otherwise
11 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
12 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
13 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
14 and shall during the term of this contract maintain compliance with employment and wage reporting
15 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
16 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
17 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
18 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
19 5246(b).

20 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
21 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

22 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
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24 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
25 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
26 Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

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The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$49,800.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
Versatile Enterprises
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 7, Hourly Discing	150 hrs	\$160.00	\$24,000.00
Zone 9, Hourly Discing	150 hrs	\$172.00	\$25,800.00
Total Amount of Contract Awarded			<u>\$49,800.00</u>

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and SR Landscape, a contractor
8 designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to
9 as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

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4 respect to the award, amendment or extension of the Agreement or the making of any determinations
5 with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such
6 termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it
7 could pursue in the event of default by the CONTRACTOR.

8 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such
9 improper consideration. The report shall be made either to the County manager charged with the
10 supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800)
11 544-6861.

12 Among other items, such improper consideration may take the form of cash, discounts, service, the
13 provision of travel or entertainment, or tangible gifts.

14 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

15 Should CONTRACTOR require additional or replacement personnel after the effective date of the
16 Agreement, Contractor shall give consideration for any such employment openings to participants in
17 the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or
18 General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications
19 for the open position. The COUNTY will refer GAIN/GROW participants by job category to the
20 CONTRACTOR.

21 **7. INDEPENDENT CONTRACTOR STATUS**

22 In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor.
23 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant,
24 employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
SR Landscape
WEED ABATEMENT HANDWORK CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 3	20,000 units	\$1.89	\$ 37,800.00
Zone 5	2,500 units	\$2.10	\$ 5,250.00
Zone 7, Sec. I	15,000 units	\$1.95	\$ 29,250.00
Zone 9	20,000 units	\$1.89	\$ 37,800.00
Total Amount of Contract Awarded			<u>\$110,100.00</u>

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and KPS Property Maintenance,
8 a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

7. INDEPENDENT CONTRACTOR STATUS

In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

8 13. ADDITIONAL TERMINATION PROVISIONS

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

22 14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

1 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
2 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
3 defend and hold COUNTY harmless from any employer sanctions or other liability which may be
4 assessed against COUNTY or CONTRACTOR.

5 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
6 **COMPLIANCE PROGRAM"**

7
8 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
9 who benefit financially from COUNTY through contract are in compliance with their court-ordered
10 child, family and spousal support obligations in order to mitigate the economic burden otherwise
11 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
12 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
13 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
14 and shall during the term of this contract maintain compliance with employment and wage reporting
15 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
16 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
17 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
18 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
19 5246(b).

20 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
21 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

22 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
23
24 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
25 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
26 Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$83,500.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
KPS Property Maintenance
WEED ABATEMENT HANDWORK CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 6, Section I	5,000 units	\$2.50	\$12,500.00
Zone 7, Glendale Only	30,000 units	\$2.00	\$60,000.00
Zone 8	5,000 units	\$2.20	\$11,000.00
Total Amount of Contract Awarded			<u>\$83,500.00</u>

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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9 referred to as "CONTRACTOR".
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11 **RECITALS**
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13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
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23 in a workmanlike manner all of the work required.

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11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
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15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

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9 improper consideration. The report shall be made either to the County manager charged with the
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16 Agreement, Contractor shall give consideration for any such employment openings to participants in
17 the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or
18 General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications
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15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
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18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
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22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

8 13. ADDITIONAL TERMINATION PROVISIONS

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

22 14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. **"CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$24,000.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
KPS Property Maintenance
WEED ABATEMENT BRUSH HANDWORK CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 7, Item 2 (Glendale)	3,000 units	\$8.00	\$24,000.00
Total Amount of Contract Awarded			<u>\$24,000.00</u>

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**

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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and

7 between the County of Los Angeles hereinafter referred to as "COUNTY" and Pan American Landscaping,

8 a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter

9 referred to as "CONTRACTOR".

10

11 **RECITALS**

12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of

14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services

15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the

18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and

19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the

20 General Specifications and other contract documents, agrees to perform, within the time required to

21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable

22 equipment, and all utility and transportation service necessary to perform the contract and complete

23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

7. INDEPENDENT CONTRACTOR STATUS

In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

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2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

8 13. ADDITIONAL TERMINATION PROVISIONS

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

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23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

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16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

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A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

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2 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
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4 assessed against COUNTY or CONTRACTOR.

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6 **COMPLIANCE PROGRAM"**

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8 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
9 who benefit financially from COUNTY through contract are in compliance with their court-ordered
10 child, family and spousal support obligations in order to mitigate the economic burden otherwise
11 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
12 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
13 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
14 and shall during the term of this contract maintain compliance with employment and wage reporting
15 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
16 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
17 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
18 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
19 5246(b).

20 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
21 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

22 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
23
24 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
25 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
26 Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

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All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$15,760.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
Pan American Landscaping
WEED ABATEMENT WEED POISON OAK CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
All Zones	4,000 units	\$3.94	\$15,760.00
Total Amount of Contract Awarded			<u>\$15,760.00</u>

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and Pepo Weed Abatement, a
8 contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

7. INDEPENDENT CONTRACTOR STATUS

In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

8 13. ADDITIONAL TERMINATION PROVISIONS

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

22 14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

1 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
2 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
3 defend and hold COUNTY harmless from any employer sanctions or other liability which may be
4 assessed against COUNTY or CONTRACTOR.

5 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
6 **COMPLIANCE PROGRAM"**

7
8 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
9 who benefit financially from COUNTY through contract are in compliance with their court-ordered
10 child, family and spousal support obligations in order to mitigate the economic burden otherwise
11 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
12 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
13 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
14 and shall during the term of this contract maintain compliance with employment and wage reporting
15 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
16 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
17 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
18 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
19 5246(b).

20 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
21 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

22 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
23
24 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
25 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
26 Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$90,750.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
Pepo Weed Abatement
WEED ABATEMENT BRUSH HANDWORK CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zones 1, 3, 4 & 5, Item 1	11,000 units	\$8.25	\$90,750.00
Total Amount of Contract Awarded			\$90,750.00

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and SR Landscape, a contractor
8 designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to
9 as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

7. INDEPENDENT CONTRACTOR STATUS

In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

8 13. ADDITIONAL TERMINATION PROVISIONS

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
21 in addition to any other rights and remedies provided by law or under this Agreement.

22 14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

1 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
2 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
3 defend and hold COUNTY harmless from any employer sanctions or other liability which may be
4 assessed against COUNTY or CONTRACTOR.

5 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
6 **COMPLIANCE PROGRAM"**

7
8 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
9 who benefit financially from COUNTY through contract are in compliance with their court-ordered
10 child, family and spousal support obligations in order to mitigate the economic burden otherwise
11 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
12 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
13 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
14 and shall during the term of this contract maintain compliance with employment and wage reporting
15 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
16 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
17 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
18 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
19 5246(b).

20 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
21 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

22 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
23
24 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
25 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
26 Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$10,500.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
SR Landscape

WEED ABATEMENT BRUSH HANDWORK CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zones 6 & 9, Item 1	1,000 units	\$10.50	\$10,500.00
Total Amount of Contract Awarded			\$10,500.00

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Merge(Contract.Frm & Contract.Dat)

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4 **WEED ABATEMENT CONTRACT**
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6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and KPS Property Maintenance,
8 a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".
10

11 **RECITALS**
12

13 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
14 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
15 hereinafter mentioned:

16 **1. COMPLIANCE WITH CONTRACT**

17 PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the
18 Information for Bidders, the undersigned bidder, having familiarized himself with the terms and
19 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
20 General Specifications and other contract documents, agrees to perform, within the time required to
21 be performed, and to provide and furnish any and all of the labor, materials, tools, expendable
22 equipment, and all utility and transportation service necessary to perform the contract and complete
23 in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

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4 respect to the award, amendment or extension of the Agreement or the making of any determinations
5 with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such
6 termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it
7 could pursue in the event of default by the CONTRACTOR.

8 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such
9 improper consideration. The report shall be made either to the County manager charged with the
10 supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800)
11 544-6861.

12 Among other items, such improper consideration may take the form of cash, discounts, service, the
13 provision of travel or entertainment, or tangible gifts.

14 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

15 Should CONTRACTOR require additional or replacement personnel after the effective date of the
16 Agreement, Contractor shall give consideration for any such employment openings to participants in
17 the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or
18 General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications
19 for the open position. The COUNTY will refer GAIN/GROW participants by job category to the
20 CONTRACTOR.

21 **7. INDEPENDENT CONTRACTOR STATUS**

22 In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor.
23 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant,
24 employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
13 or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

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 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

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B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure

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6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
7 COUNTY for any excess costs for such similar services.

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9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
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19 14 days.

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21 in addition to any other rights and remedies provided by law or under this Agreement.

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24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

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Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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4 **24. MAXIMUM CONTRACT AMOUNT**

5 COUNTY'S maximum obligation under this Agreement is **\$24,000.00** including all fees and expenses.
6 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
7 connection with this Agreement which exceed this amount shall be a gratuitous effort by
8 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
9 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
10 amount, but not to exceed \$5,000, in the event additional services from the CONTRACTOR are
11 required.

12 Any other change effecting the scope of work, price or other terms and conditions under this agreement
13 must be approved by the County Board of Supervisors or Agricultural Commissioner.

14 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
15 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
16 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
17 Agricultural Commissioner at the address herein provided in paragraph 11.

18 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

19 A. Responsible Contractor

- 20 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
21 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
22 perform the Contract. It is the COUNTY'S policy to conduct business only with
23 responsible Contractors.

24 B. Chapter 2.202 of the County Code

- 25 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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4 County Code, if the COUNTY acquires information concerning the performance of the
5 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
6 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
7 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
8 not to exceed three (3) years, and terminate any or all existing Contracts the
9 CONTRACTOR may have with the COUNTY.

10 C. Non-responsible Contractor

11 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
12 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
13 the COUNTY, (2) committed any act or omission which negatively reflects on the
14 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
15 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
16 committed an act or offense which indicates a lack of business integrity or business honesty, or
17 (4) made or submitted a false claim against the COUNTY or any other public entity.

18 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
19 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
20 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
21 before the Contractor Hearing Board.

22 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
23 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall
24 be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor
25 Hearing Board shall prepare a proposed decision, which shall contain a recommendation
26 regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

APPENDIX A
KPS Property Maintenance

WEED ABATEMENT BRUSH HANDWORK CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 7 - Item 2 (Glendale)	3,000 units	\$8.00	\$24,000.00
Total Amount of Contract Awarded			\$24,000.00

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Merge(Contract.Frm & Contract.Dat)